UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

AMICUS TRADE AB	§	
	§	CIVIL ACTION NO.:
and	§	
	§	1:16-CV-06303
STORE SOLUTIONS, L.L.C. d/b/a EASYKLIP	§	
	§	
Plaintiffs,	§	JUDGE:
	§	The Honorable Elaine E. Bucklo
v.	§	
	§	
WINSTON PRODUCTS LLC	§	MAGISTRATE:
	§	The Honorable Michael T. Mason
and	§	
	§	
WINSTON BREEDEN, III	§	
	§	
Defendants.	§	
	§	

PLAINTIFF'S ANSWER TO COUNTERCLAIMS

Amicus Trade AB and STORE SOLUTIONS, L.L.C. d/b/a EASYKLIP (collectively hereinafter "Plaintiffs"), by and through the undersigned counsel, for their Answer to Counterclaims alleged by Winston Products LLC and Winston Breeden, III (collectively hereinafter "Defendants"), state as follows:

1. Plaintiffs deny each and every allegation contained in Paragraph 1.

PARTIES AND JURISDICTION

2. Plaintiffs admit the allegation contained in Paragraph 2.

3. Plaintiffs admit the allegation contained in Paragraph 3.

4. Plaintiffs admit that Winston Products, LLC, is an Ohio limited liability company and has a place of business at 30339 Diamon Parkway, Cleveland, Ohio 44139. Plaintiffs are

without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 4 and, therefore, denies them.

5. Plaintiffs admit the allegations contained in Paragraph 5.

6. Plaintiffs admit the allegations contained in Paragraph 6.

7. Plaintiffs admit the allegations contained in Paragraph 7.

COUNTERLCLAIM COUNT I
(Declaratory Judgment of Non-Infringement of the D896 Patent)

8. Plaintiffs restate and incorporate by reference its answers to the allegations contained in paragraphs 1 through 7 as set forth above as and for its answers to this Paragraph 8.

9. Plaintiffs admit that Amicus Trade AB alleges that it is an assignee and owner of the D896 Patent entitled "FASTENING CLIP", including but not limited to the right to bring suit and collect damages, for past, current and future infringement of the D896 Patent. Plaintiffs deny any remaining allegations contained in Paragraph 9.

10. Plaintiffs admit that Store Solutions, L.L.C., alleges that, by way of written agreement, Store Solutions, L.L.C. d/b/a EasyKlip holds exclusive rights under the D896 Patent, including but not limited to the right to bring suit and collect damages, for past, current and future infringement of the D896 Patent. Plaintiffs deny any remaining allegation contained in Paragraph 10.

11. Plaintiffs admit the allegations contained in Paragraph 11.

12. Plaintiffs deny the allegations contained in Paragraph 12.

13. Plaintiffs deny the allegations contained in Paragraph 13.

COUNTERLCLAIM COUNT II
(Declaratory Judgment of Non-Infringement of the '295 Patent)

14. Plaintiffs restate and incorporate by reference its answers to the allegations contained in paragraphs 1 through 13 as set forth above as and for its answers to this Paragraph 14.

15. Plaintiffs admit that Amicus Trade AB alleges that it is an assignee and owner of the ‘295 Patent, including but not limited to the right to bring suit and collect damages, for past, current and future infringement of the ‘295 Patent. Plaintiffs deny any remaining allegation contained in Paragraph 15.

16. Plaintiffs admit that Store Solutions, L.L.C., alleges that, by way of written agreement, Store Solutions, L.L.C. d/b/a EasyKlip holds exclusive rights under the '295 Patent, including but not limited to the right to bring suit and collect damages, for past, current and future infringement of the '295 Patent. Plaintiffs deny any remaining allegation contained in Paragraph 16.

17. Plaintiffs admit the allegations contained in Paragraph 17.

18. Plaintiffs deny the allegations contained in Paragraph 18.

19. Plaintiffs deny the allegations contained in Paragraph 19.

COUNTERLCLAIM COUNT III
(Declaratory Judgment of Invalidity of the D896 Patent)

20. Plaintiffs restate and incorporate by reference its answers to the allegations contained in paragraphs 1 through 19 as set forth above as and for its answers to this Paragraph 20.

21. Plaintiffs deny the allegations contained in Paragraph 21.

22. Plaintiffs deny the allegations contained in Paragraph 22.

COUNTERLCLAIM COUNT IV
(Declaratory Judgment of Invalidity of the '295 Patent)

23. Plaintiffs restate and incorporate by reference its answers to the allegations contained in paragraphs 1 through 22 as set forth above as and for its answers to this Paragraph 23.

24. Plaintiffs deny the allegations contained in Paragraph 24.

25. Plaintiffs deny the allegations contained in Paragraph 25.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, Amicus Trade AB and STORE SOLUTIONS, L.L.C. d/b/a EASYKLIP, pray that this Honorable Court enter judgment in favor of Plaintiffs and against Defendants, Winston Products LLC and Winston Breeden III, and issue an order:

(a) Declaring that Defendants have infringed the ‘896 Patent in violation of 35 U.S.C. §271(a) and (b);

(b) Declaring that Defendants have infringed the ‘295 Patent in violation of 35 U.S.C. §271(a) and (b);

(c) Preliminary and permanent injunctive relief, pursuant to 35 U.S.C. §283, against the continuing infringement of the claims of the '896 Patent and the ‘295 Patent by Defendants, its and their subsidiaries, parents, divisions, directors, officers, owners, partners, agents, employees, attorneys, representatives, and all those persons in active concert and participation with Defendants;

(d) Accounting for damages sustained by Plaintiffs, and for profits realized by Defendants, as a result of Defendants infringements of the '896 Patent and the ‘295 Patent, that the damages and profits in accordance therewith be awarded to Plaintiffs, together with interest and costs against Defendants pursuant to 35 U.S.C. §284;

(e) Order Defendants to pay Plaintiffs their reasonable attorneys' fees and costs, pursuant to 35 U.S.C. §285, as this is an "exceptional" case; and

(f) Granting all other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs demand a jury trial of all issues properly triable to a jury in this case.

Respectfully submitted,

Dated: October 11, 2016

By: /s/ Alan B. Samlan .

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